



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**TITLE VIII / SECTION 504 & ADA
CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT**

Between

[REDACTED]
(Complainant)

and

[REDACTED]
(Aggrieved Party)

and

Suk Ren Chung
(Respondent)

and

Velma Williams Quarles
(Respondent)

and

Eugene Burger Management Corporation
(Respondent/Recipient)

and

Swansea Park Senior Apartments II, LP
(Respondent/Recipient)

Approved by the FHEO Regional Director on behalf of the United States Department of Housing
and Urban Development

HUD CASE NUMBERS: 09-16-4986-8, 09-16-4986-4, 09-16-4986-D HUD

CASE NAME: [REDACTED] v. *Eugene Burger Management Corporation et al.* HUD

Date Filed: August 2, 2016


Effective Date of Agreement: 11/1/2016

Expiration Date of Agreement: 11/1/2019

2. 2016

11/1/2016
11/1/2019

Conciliation Agreement

 Eugene Burger Management Corporation et al.
09-16-4986-8, 09-16-4986-4, 09-16-4986-D

A. PARTIES AND SUBJECT PROPERTY

Complainant



Los Angeles, CA 90029

Aggrieved Party



Los Angeles, CA 90029

Respondents/Recipients

Suk Ren Chung
Eugene Burger Management Corporation
1015 N. Kingsley Drive, Management Office
Los Angeles, CA 90029

Velma Williams Quarles
Eugene Burger Management Corporation
1015 N. Kingsley Drive, Management Office
Los Angeles, CA 90029

Eugene Burger Management Corporation
6600 Hunter Drive
Rohnert Park, CA 94928

Swansea Park Senior Apartments II, LP
770 South Irolo Street, Suite 1000
Los Angeles, CA 90005

Subject Property

1015 N. Kingsley Drive
Los Angeles, CA 90029

B. STATEMENT OF FACTS

A complaint was filed on August 2, 2016, with the United States Department of Housing and

Urban Development ("the Department") alleging that the Complainant was injured by Respondents'/Recipients' discriminatory acts. Complainant alleged that the Respondents/Recipients violated subsections 804(f)(2), 804(f)(3)(B) and 804(c) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988, 42 U.S.C. 3601 *et seq.* ("the Act") by failing to provide a reasonable accommodation, as well as making discriminatory statements based on Complainant's disability. The preliminary investigation found that Complainant's daughter was also a potential aggrieved party who was allegedly harmed by Respondents discriminatory acts.

Respondents/Recipients deny having discriminated against Complainant and his daughter, but agree to settle the complaint by entering into this Conciliation Agreement / Voluntary Compliance Agreement.

C. TERM OF AGREEMENT

1. This Conciliation Agreement / Voluntary Compliance Agreement ("Agreement") shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through Office of Fair Housing and Equal Opportunity ("FHEO") Regional Director, or her designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, or her designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. It is understood that Respondents/Recipients deny any violation of law and this Agreement does not constitute an admission by the Respondents/Recipients or evidence of a determination by the Department of any violation of the Act or any other law.
6. Respondents/Recipients acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents/Recipients further acknowledge that any subsequent retaliation or

Conciliation Agreement

vs. Eugene Burger Management Corporation et al.
09-16-4986-8, 09-16-4986-4, 09-16-4986-D

discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

7. This Agreement, after it has been approved by the FHEO Regional Director, or her designee, is binding upon Respondents/Recipients, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of 1015 N. Kingsley Drive, Los Angeles CA 90029.
8. It is understood that, pursuant to subsection 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or her designee, it is a public document.
9. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents/Recipients made pursuant to the Act, or any other complaint within the Department's jurisdiction.
10. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or her designee.
11. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
12. It is understood that the signature of William A. Gillis is made with the authority and on behalf of Respondents/Recipients Suk Ren Chung, Velma Williams Quarles, Eugene Burger Management Corporation and Swansea Park Senior Apartments II, LP.
13. [REDACTED] on behalf of themselves, their heirs, executors, successors, assigns and agents hereby forever waive, release, and covenant not to sue the Department or Respondents/Recipients, their heirs, executors, successors, assigns, agents, officers, board members, employees or attorneys with regard to any and all claims, damages, causes of action and injuries of whatever nature whether presently known or unknown, arising out of or in any way connected with the subject matter of HUD Case Numbers 09-16-4986-8, 09-16-4986-4, or 09-16-4986-D, or which could have been filed in any action or suit arising from said subject matter.
14. Respondents/Recipients on behalf of themselves, their heirs, executors, successors, assigns and agents hereby forever waive, release, and covenant not to sue the Department or the Complainant and their heirs, executors, successors, assigns, agents, officers, board members, employees or attorneys with regard to any and all claims, damages, causes of action and injuries of whatever nature whether presently known or unknown, arising out of or in any way connected with the subject matter of HUD Case Number 09-16-4986-8, 09-

16-4986-4, or 09-16-4986-D, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT AND AGGRIEVED PARTY

15. Respondent/Recipients agree to pay [REDACTED] \$15,000 within thirty (30) days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made payable to [REDACTED] and mailed to [REDACTED], [REDACTED] Los Angeles, CA 90029. Respondents will provide a copy of the check to the Department within thirty-five (35) days of the effective date of this Agreement.
16. Respondents/Recipients agree to, within ten (10) days of the effective date of this Agreement, grant Complainant's disability related accommodation request to allow his daughter, [REDACTED] to be his live-in aide. This Agreement does not waive or alter Respondents'/Recipients' program eligibility requirements or HUD regulations and guidance, and [REDACTED] must meet all such requirements to participate as a live-in aide. Respondents/Recipients will certify in writing that they have met this requirement within fifteen (15) days of the effective date of this agreement.
17. Respondents/Recipients agree to grant [REDACTED] an on-site parking permit within ten (10) days of the effective of this Agreement. Respondents/Recipients will certify in writing that they have met this requirement within fifteen (15) days of the effective date of this agreement.

G. RELIEF IN THE PUBLIC INTEREST

18. Respondents/Recipients agree to comply with all of the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988.
19. Respondents/Recipients acknowledge that the Fair Housing Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, and disability, and further makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy a dwelling.
20. Respondents/Recipients agree that within ninety (90) days from the effective date of this Agreement, all staff who interact with tenants at the Subject Property shall attend a live training session on fair housing and reasonable accommodations provided by a fair housing agency or other qualified trainer subject to prior approval by the Department. Respondents/Recipients will provide the Department written certification that the training has been completed, in the form of a certificate or a letter from the entity conducting the training, together with a list of participants, within one hundred (100) days of the effective date of this Agreement.
21. Respondent Eugene Burger Management Corporation, within sixty (60) days of the effective date of this Agreement, will modify their Fair Housing policy, subject to prior

Conciliation Agreement

v. Eugene Burger Management Corporation et al.

09-16-4986-8, 09-16-4986-4, 09-16-4986-D

approval by the Department, to include information about reasonable accommodations and will provide the updated policy to all leasing and management staff. Respondents/Recipients will, within ninety (90) days of the effective date of this Agreement, provide the Department with a distribution list or other evidence that all leasing and management staff have been provided the updated policy.

22. Respondents/Recipients will, within ten (10) days of the effective date of this Agreement, begin to maintain a log of all reasonable accommodation requests made by residents of the Subject Property and actions taken in response to the accommodation requests. Respondents/Recipients shall maintain the log for a period of no less than one (1) year from the effective date of this Agreement, and Respondents/Recipients will provide the Department with a copy of the reasonable accommodation request log at intervals of ninety (90) days from the effective date of this Agreement (at 90 days, 180 days, 270 days, and 360 days).
23. Respondents/Recipients acknowledge that Section 504 of the 1973 Rehabilitation Act ("Section 504") provides that no otherwise qualified individual with handicaps shall, solely by reason of his or her handicap be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Respondents/Recipients receive federal financial assistance and are obligated to comply with the requirements of Section 504. Recipients agree to comply with the provisions of Section 504 of the 1973 Rehabilitation Act, and as outlined in 24 CFR parts 8 and 9.
 - a. 24 CFR Part 8, Section 8.6 9 (a)(1)(2)-Communications. The Regulation requires that recipients shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and member so the public to include telecommunication devices for deaf person (TDD's) or equally effective communication systems.
 - b. 24 CFR Part 8, Section 8.53(a)-Designation of responsible employee (Section 504 Coordinator). The Regulation requires that recipients that employ 15 or more persons shall designate at least one (1) person to coordinate its efforts to comply with this Part.
 - c. 24 CFR Part 8, Section 8.53(b)-Adoption of grievance procedures. The Regulation requires that recipients that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part.
 - d. 24 CFR Part 8, Section 8.54(a)- Notice. The Regulation provides that recipients that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap.

24. Respondents/Recipients shall, within fourteen (14) days of the execution of this Agreement, provide the Department with documentation which demonstrates compliance with the Section 504 regulations listed in paragraph 23.

H. MONITORING

25. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect the Respondents/Recipients' property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents/Recipients. Respondents/Recipients agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

26. All required certifications and documentation of compliance must be submitted to:
- U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: COMPLIANCE OFFICER
One Sansome Street, Suite 1200
San Francisco, CA 94104

J. CONSEQUENCES OF BREACH

27. Whenever the Department has reasonable cause to believe that Respondents/Recipients have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to subsections 810(c) and 814(b)(2) of the Act.
28. Respondents/Recipients understand that failure to carry out the terms of this Agreement may result in suspension or termination of or refusal to grant or to continue federal financial assistance, or other actions authorized by law.

Conciliation Agreement

v. Eugene Burger Management Corporation et al.

09-16-4986-8, 09-16-4986-4, 09-16-4986-D

COMPLAINANT AND AGGRIEVED PARTY'S SIGNATURE

This signature attests to the approval and acceptance of this Conciliation Agreement.



Complainant


10/18/2016
Date



Aggrieved Party

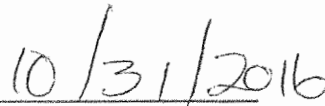
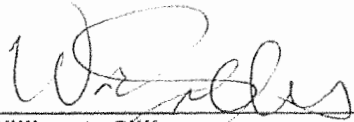
10/18/2016
Date

Conciliation Agreement

 v. Eugene Burger Management Corporation et al.
09-16-4986-8, 09-16-4986-4, 09-16-4986-D

RESPONDENTS'/RECIPIENTS' SIGNATURE

This signature attests to the approval and acceptance of this Conciliation Agreement.



William A. Gillis

Date

On Behalf of Respondents/Recipients

Suk Ren Chung

Velma Williams Quarles

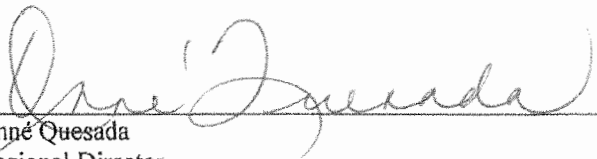
Eugene Burger Management Corporation

Swansea Park Senior Apartments II, LP

Conciliation Agreement
v. Eugene Burger Management Corporation et al.
09-16-4986-8, 09-16-4986-4, 09-16-4986-D

APPROVAL

This signature attests to the approval and acceptance of this Conciliation Agreement.

 11/1/2016

Anne Quesada Date
Regional Director
Office of Fair Housing and
Equal Opportunity